

May 26, 2010

ADDENDUM #2 TO
MONTANA DEPARTMENT OF TRANSPORTATION
INVITATION FOR BID
#HWY-309613-JA

The purpose of this addendum is change Sections 2.0, 3.0, 4.3, 5.0, 7.0 (add Section 7.9) and 9.0 as follows:

2.0 GENERAL INFORMATION AND REQUIREMENTS

Provide and deliver, F.O.B. to the Department of Transportation (Department) locations as listed herein, treated wood poles/posts and treated guardrail posts/blocks in keeping with the terms, conditions, specifications and requirements detailed herein.

2.1 CONTRACT TERM

Treated wood poles/posts and treated guardrail posts/blocks shall be delivered by the successful vendor on an "as needed" basis at a firm cost per each as established by this solicitation during the contract period from date of signed contract through June 30, 2011. The Department will place an initial order based on the quantities listed below. After the initial order is placed, the Department will order treated wood poles/posts and treated guardrail posts/blocks on an "as needed" basis at a firm cost per each as established by this solicitation. The quantities generated by the resulting purchase order are unknown. The Department, in awarding the purchase order, makes no guarantee, either stated or implied, of any specific quantities during the purchase order period.

2.2 CONTRACT EXTENSION

This contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years]. This extension is contingent upon legislative appropriations and in no case may a contract run longer than three (3) years. Extension of this contract will be possible only by way of duplication of the terms and conditions of the original existing contract.

Any intention to extend the contract must be initiated in writing prior to the termination date of the existing contract or termination date of a contract, which has been previously extended.

3.0 PRICE ADJUSTMENTS NEGOTIATED BASED ON CHANGES IN VENDOR'S COSTS

Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Vendor and the Department. Any price increases must be based on demonstrated industry-wide or regional increases in the Vendor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3.1 CANCELLATION

This contract may be canceled by the Department for non-performance on the part of the vendor.

Upon receipt of written notice of non-performance from the Department, the vendor shall contact the Department with their plan to cure the specified item(s) of non-performance within 24 hours.

Failure on the part of the vendor to contact the Department within 24 hours will be grounds, at the Department's discretion, for immediate termination of the contract.

The final decision as to whether or not the item(s) of non-performance has been cured will be made by the supervisor of the Purchasing Services Section.

3.2 PURCHASE FROM ANOTHER SOURCE

If for any reason whatsoever the vendor refuses or is unable to timely supply treated wood poles/posts and treated guardrail posts/blocks to the Department during the contract period, the Department reserves the right to purchase product from another source. Liquidated damages as described under Section 4.3 herein may also be assessed at the Department's discretion.

3.3 PROCUREMENT CARD

The Department has implemented a Procurement Card Program to allow purchases made from this contract to be charged. This will be the preferred method of payment. Successful vendor must accept the State's procurement card.

4.3 LIQUIDATED DAMAGES

The Department reserves the right to assess liquidated damages in the amount of \$50.00 per day for every working day over the forty-five (45) days that the delivery is late for failure to comply with the terms, conditions and requirements as listed herein. This sum may be deducted from vendor payment for failure to deliver/perform as specified. No premium will be awarded to the vendor for delivery in advance of the specified time.

5.0 PACKAGING AND DELIVERY REQUIREMENTS

Treated guardrail posts and blocks shall be delivered on pallets. Minimum order quantities for delivery shall be 25 pieces.

7.9 SHIPPING CHARGE

Please provide a flat rate shipping charge for delivery to the following Districts:

F.O.B. Department of Transportation
 424 Morey St.
 Billings, MT 59104

Cost for flat rate delivery: \$ _____

F.O.B. Department of Transportation
1620 Airport Rd.
Lewistown, MT 59457

Cost for flat rate delivery: \$_____

9.0 AWARD PROCESS

Award will be on an all-or-none basis based on Section 7.1 through 7.8 cost per each F.O.B. District and Section 7.9 Flat Rate Shipping Charge, total project cost.

The Department also reserves the right to cancel this contract if cancellation is deemed to be in the Department's best interest.

All other terms, conditions, specifications and incidentals shall remain the same as originally stated in Invitation for Bid #HWY-309613-JA and 309613-1.

ADDENDUM ACKNOWLEDGEMENT:

_____ (Vendor Signature)

_____ (Date)

hereby acknowledge that I have received a copy of Addendum #2.

A copy of this signed addendum **MUST** be included with your bid response. Failure to include a copy of this addendum with your response will result in disqualification of your response.

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Jason Armstrong at (406) 444-6033 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.